

REMARKS

STATUS OF CLAIMS

As a preliminary administrative matter, the Applicant was unable to locate a discussion of a rejection of Claim 30 in the Detailed Action in the Office Action. For purposes of this reply and given the similarity between Claim 30 and Claim 26, the Applicant's response treats Claim 30 as if rejected on the same grounds as Claim 26.

No claims have been amended, added, cancelled or withdrawn.

Claims 1-35 are currently pending in the application.

SUMMARY OF THE REJECTIONS

Claims 1-2, 4-7, 9-12, 14-15, 17, 21, 32-33, and 35 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over U.S. Patent Number 6,459,682 issued to Ellesson et al. ("*Ellesson* ") in view of U.S. Patent Number 6,701,342 issued to Bartz et al. ("*Bartz* ").

Claims 3, 8, 31, and 34 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view *Bartz* and in further view of U.S. Patent Application Publication No. 2002/0049815 of Dattatri et al. ("*Dattatri* ").

Claims 10, 26, and 28-30 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view *Bartz* and in further view of U.S. Patent Number 6,466,984 issued to Naveh et al. ("*Naveh* ").

Claim 27 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view *Bartz* and in further view of *Naveh* and in still further view of *Dattatri*.

Claims 13 and 16 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Bartz* and in further view of *Dattatri*.

Claims 18 and 20 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of *Bartz* and in further view of *Naveh*.

Claim 19 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson*, in view of *Bartz*, in further view of *Naveh* and in further view of *Dattatri*.

Claim 22 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Bartz* in view of U.S. Patent Number 6,701,345 issued to Carley et al. ("*Carley* ").

Claim 23 has been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Bartz* in view of *Carley* and in further view of *Ellesson*.

Claims 24 and 25 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Ellesson* in view of U.S. Patent Number 5,893,905 issued to Main et al. (“*Main*”).

The rejections are respectfully traversed.

A. CLAIM 1

(1) INTRODUCTION TO CLAIM 1

Claim 1 features:

“A method for monitoring a service level agreement, wherein the service level agreement defines for a particular network a level of service that has been offered to a customer by a service provider, the method comprising the computer-implemented steps of:
creating a **schema that provides a set of rules for defining service level agreements**; receiving information defining the service level agreement, wherein said information defines one or more tests for monitoring the level of service that has been offered to the customer; and
verifying that the information defining the service level agreement conforms to the set of rules in said schema.” (Emphasis added.)

Thus, the approach for monitoring a service level agreement of Claim 1 features “creating a **schema that provides a set of rules for defining service level agreements**” and “**verifying that the information defining the service level agreement conforms to the set of rules in said schema.**” For example, one embodiment is described in the application as follows: “one or more Data Type Definitions (DTDs) that include a set of rules which define the tags that can be included within a document, for example an XML document, and how the tags may be nested with each other (XML schema). Moreover, the one or more DTDs specify the set of required and optional elements (and their attributes) and the ways in which they may be combined within a document.” (Application, page 11, line 20 through page 12, line 2.) Thus, the DTDs used with XML documents are examples of the “**schema that provides a set**

of rules for defining service level agreements” used in the approach of Claim 1, and the DTDs can be used for “**verifying** that the **information defining the service level agreement conforms** to the *set of rules* in said **schema**,” or in other words, that the information that both (1) defines an SLA and (2) defines one or more test for monitoring the level of service *conform* to the *set of rules* included in the DTDs.

(2) THE OFFICE ACTION’S CITATIONS FROM *ELLESSON*

To summarize the discussion below, it appears that the Office Action is confusing the application of service level agreements and network traffic management as described in *Ellesson* with the approach of Claim 1, which is focused on how service level agreements are defined. Specifically, in Claim 1, the step of “creating...” concerns a schema that provides a set of rules used in defining service level agreements. The step of “receiving...” concerns information that both defines a service level agreement and tests for monitoring service levels. The step of “verifying...” concerns how to ensure that the definition of the service level agreement conforms to the rules of the schema. All of these steps are directed to how to define, or set up, service level agreements, in contrast to the disclosure of *Ellesson* that is directed to the use and application of service level agreements that have already been established for traffic monitoring and management based on SLAs.

In the rejection of Claim 1, the Office Action states that *Ellesson* discloses “verifying that the information defining said particular service level agreement conforms to the set of rules in said schema (See col. 3 lines 66-67 and col. 4, lines 1-2).” However, the cited portion of *Ellesson* states: “In such an environment, edge devices play the role of adapting the traffic entering the backbone network to the specific capabilities provided by the network in order to ensure that the SLA conditions are met efficiently.” (Col. 3, line 65 through Col. 4, line 2.) Thus, *Ellesson* is describing that edge devices adapt traffic to the network capabilities to ensure efficient compliance with an SLA, which is part of the traffic control approach being described in *Ellesson*.

The Office Action’s interpretation of this portion of *Ellesson* is explained in the Response to Amendment section of the Office Action as follows: “Applicant argues that *Ellesson* fails to teach verifying that the information defining said particular service level agreement conforms to the set of rules in said schema. However, *Ellesson* clearly teaches wherein the traffic entering the backbone network must meet the specific conditions of the

SLA. Therefore, it is inherent that verification of the traffic entering the network has been done in order to determine that the traffic entering the backbone network met the conditions of the SLA.”

The step of “verifying” in Claim 1 has nothing to do with verifying that traffic entering a network meets the conditions of a service level agreement. Rather, in Claim 1, the verifying step is “**verifying that the information defining the service level agreement *conforms* to the *set of rules* in said schema.**” As explained above with reference to an embodiment from the application, an example of this verifying step is verifying that the information defining a service level agreement conforms to the set of rules contained in Data Type Definitions (DTDs) as part of an XML schema. Thus, in the verifying step of Claim 1, whether or not network traffic conforms to the service level agreement as described in the cited portion of *Ellesson* is irrelevant because ***what is being verified against the set of rules in the schema is the information that defines the service level agreement***, not whether network traffic conforms to the conditions of an SLA.

Furthermore, from the “receiving” step of Claim 1, the information that defines the service level agreement defines the “one or more tests for monitoring the level of service that has been offered to the customer.” Verifying that the monitoring tests against the set of rules of the schema is fundamentally different than verifying whether or not network traffic conforms to the service level agreement as disclosed in the cited portion of *Ellesson*.

Thus, the Applicant respectfully submits that *Ellesson* does not disclose, teach, suggest, or in any way render obvious “verifying that the information defining said particular service level agreement conforms to the set of rules in said schema,” as featured in Claim 1 because the cited portion of *Ellesson* describes ensuring that network traffic meets the conditions of an SLA whereas the “verifying” step of Claim 1 describes verifying information defining an SLA conforms to the set of rules in a schema, such as may be described in DTDs as part of an XML schema, as described in the embodiment of the application discussed above.

In addition, the Office Action states that *Ellesson* discloses “creating a schema that provides a set of rules for defining service level agreements (See col. 2, lines 58-60).” However, the cited portion of *Ellesson* states: “The schemes that make the network predictable provide mechanisms that can estimate the responsiveness of an IP network, and

thereby assist in implementing service level agreements.” (Col. 2, lines 57-60.) The use of the word “schemes” in the cited portion of *Ellesson* is used in the context of referring to the “approaches” or “plans” as described in *Ellesson*. Thus, *Ellesson* is not using the word “schemes” to refer to a “schema,” little less “a set of rules for defining service level agreements” that are provided by the schema, as in Claim 1.

The Applicant respectfully submits that the Office Action cannot properly rely on an inference that the “schemes” of *Ellesson* are the same as disclosing “a schema that provides a set of rules” as featured in Claim 1. *Ellesson* does not teach a rule-based schema, and thus *Ellesson* could have used other data representation approaches, whereas Claim 1 features a particular approach for data representation, that of a rule-based schema.

In the Response to Amendment section, the Office Action states: “Applicant argues that *Ellesson* et al fails to teach ‘creating a schema that defines a set of rules for defining service level agreements.’ However, *Ellesson*’s teaching of a principle category identifying the type of rules that are used to determine the Service Level Agreement to which traffic should be assigned is similar to the claimed invention of the applicant.” The Applicant notes that this description of *Ellesson* does not match the cited portion of *Ellesson* in the rejection of Claim 1, nor is any additional citation from *Ellesson* provided in the Response to Amendment portion of the Office Action.

Furthermore, the Office Action’s reliance on the alleged “similarity” of *Ellesson*’s teaching to the approach of Claim 1 is misplaced, as the legal standard for a rejection is that “the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains.” 35 U.S.C. §103. “To establish a *prima facie* case of obviousness...the prior art reference...must **teach or suggest all the claim limitations.**” MPEP §706.02(j) (emphasis added). By characterizing *Ellesson* as being “similar” to Claim 1, the Office Action is implying that the two are not the same, yet the Office Action does not articulate a reason as to why the differences between *Ellesson* and Claim 1 would have been obvious at the time the invention was made to a person of ordinary skill in the art. The Applicant respectfully submits that, at least for the reasons explained herein, the differences between the teaching of *Ellesson* and

Claim 1 would not have been obvious to one of ordinary skill in the art at the time the invention was made.

Nevertheless, the Applicant has performed an online search of *Ellesson*, and it appears to the Applicant that the Office Action is referring to the “set of classification rules to determine the appropriate service level category to which the packet is assigned.” (Col. 4, lines 32-37.) However, a set of classification rules for assigning packets to an appropriate service level category is fundamentally different than the approach of Claim 1 that includes “creating a schema that provides a set of rules for defining service level agreements.” In Claim 1, the step of “creating” is referring to rules to define the service level agreements, not how traffic is categorized or assigned in order to conform to an SLA as in the approach of *Ellesson*.

Thus, the Applicant respectfully submits that *Ellesson* does not disclose, teach, suggest, or in any way render obvious “creating a **schema that provides a set of rules for defining service level agreements**,” as featured in Claim 1 because the portions of *Ellesson* relied upon in the Office Action describe the use of service level agreements for traffic management through the classification and assignment of packets whereas the “creating” step of Claim 1 describes a schema with rules for how to define service level agreements themselves.

Because *Ellesson* fails to disclose, teach, suggest, or in any way render obvious:

- (1) “creating a **schema that provides a set of rules** for defining service level agreements” or
- (2) “verifying that the information defining the service level agreement conforms to the set of rules in said **schema**,”

the Applicant respectfully submits that, for at least the reasons stated above, Claim 1 is allowable over the art of record and is in condition for allowance.

B. CLAIMS 6, 10, AND 11

Claims 6, 10, and 11 contain features that are the same as those described above with respect to Claim 1, and in particular all feature (1) “creating a **schema that provides a set of rules for defining service level agreements**” and (2) “verifying that the **information defining the service level agreement conforms** to the **set of rules** in said **schema**” as featured in Claim 1. Therefore, based on at least the reasons stated above with respect to

Claim 1, the Applicant respectfully submits that Claims 6, 10, and 11 are allowable over the art of record and are in condition for allowance.

C. CLAIMS 12, 15, 18, AND 21

In regards to Claims 12, 15, 18, and 21, the Office Action states that *Bartz* discloses “distributing the one or more tests to one or more agents that are configured to communicate with devices that are associated with the network...(See col. 4, lines 48-67).” The Office Action’s interpretation of this portion of *Bartz* is explained in the Response to Amendment section as follows: “Bartz...clearly teaches where each agent is comprised of tests that determine which measurement the agents should take.” The running of tests by the agents as disclosed in *Bartz* is fundamentally different than the step of “distributing the one or more tests to one or more agents that are configured to communicate with devices that are associated with the particular network” in Claim 1. *Bartz* describes how tests are run by agents, whereas Claim 1 features how tests run by the agents are ***distributed*** to the agents.

More specifically, the cited portion of *Bartz* merely explains: the “Firehunter monitoring and measuring tools utilize agents to gather measurements associated with the performance, availability and other quality levels of services being provided to customers. Each agent is comprised of (1) tests that determine which measurements the agents should take, and (2) an agent controller that determines which tests the agents are to run, how frequently the agents are to run those tests and where the agents are to send the collected measurements data.” (Col. 4, lines 47-55.) The cited portion of *Bartz* continues on to describe two types of agents, one for taking active measurements and one for taking passive measurements. (Col. 4, lines 55-65.) Finally, *Bartz* concludes the cited portion by noting that as “an agent collects measurement samples, it sends them to the DMS 1 [diagnostic/measurement server] at intervals defined by the service model.” (Col. 4, lines 65-67.) While the cited portion of *Bartz* discusses the use of agents to run tests to get measurements on quality levels of service, there is nothing in the cited portion of *Bartz* relating to “***distributing*** the one or more tests to one or more agents” as featured in Claims 12, 15, 18, and 21.

The tests run by the agents as disclosed in *Bartz* are presumably part of the agents themselves, and nothing in *Bartz* discloses that the tests run by the agents are distributed to the agents. In particular, the agent controller merely determines which tests the agents are to run, how frequently the agents are to run the tests, and where the agents are to send the collected

data. (Col. 4, lines 52-55.) In contrast, in the first receiving step of Claims 12, 15, 18, and 21, the “one or more tests for monitoring the level of service...” are defined in the “information defining the service level agreement.” Therefore, because the tests are defined in the information that defines the service level agreement, the tests must be distributed to the agents that are to run the tests. *Bartz* lacks any disclosure of the **distribution** of the tests to the agents where the tests are defined in the service level agreements, as featured in Claims 12, 15, 18, and 21.

Thus, the Applicant respectfully submits that *Bartz* does not disclose, teach, suggest, or in any way render obvious “**distributing** the one or more tests to one or more agents that are configured to communicate with devices that are associated with the network,” as featured in Claims 12, 15, 18, and 21 because the approach of *Bartz* merely discloses the use of an agent controller for telling agents how to run tests that are included as part of the agents themselves instead of the tests being distributed to the agents as in Claims 12, 15, 18, and 21. Therefore, the Applicant respectfully submits that Claims 12, 15, 18, and 21 are allowable over the art of record and are in condition for allowance.

Also, this discussion of “distributing the one or more tests” as featured in Claims 12, 15, 18, and 21 also applies equally to Claims 2, 7, 26, and 30 that also feature “distributing the one or more tests to one or more agents...” and which were also rejected in the Office Action based on the same cited portion of *Bartz*. Therefore, based on at least the reasons stated above with respect to Claims 12, 15, 18, and 21, and those previously stated above with respect to Claim 1, the Applicant respectfully submits that Claims 2, 7, 26, and 30 are allowable over the art of record and are in condition for allowance.

D. CLAIM 22

In the rejection of Claim 22, the Office Action states that *Carley* discloses “receiving through a standardized open interface metric parameter information that defines one or more metric tests that are to be used to verify that the customer is receiving the level of service (See col. 64, lines 8-11).” However, the cited portion of *Carley* states: “Metrics are an important part of quality management in that they provide a method of measuring (for example, sampling testing, and determining) whether a process or product meets a given criterion.” (Col. 64, lines 8-11.) *Carley* continues by explaining metrics as follows: “Measurement tools are used to measure process quality and product quality. Process quality may include **Metrics**

such as the time it takes to process a change request. Product quality should be measured for all the product expectations the project has set. This measurement process is the inspection part of quality management.” (Col. 64, lines 16-21; emphasis added.) As indicated by the highlighted portion above, in *Carley* a “Metric” is a measured quantity, such as the time it takes to process a change request.

The Applicant’s interpretation of “metric” in *Carley* as being a measured quantity is consistent with the following discussion of Metrics in *Carley*: “With Metrics, different stakeholders can agree that a product objectively meets an expectation, or that a process has been improved by a measurable amount. Without Metrics, stakeholders can only have a subjective opinion that may or may not agree.” (Col. 64, lines 11-15.) Thus, the use of the word “Metric” in *Carley* is used to mean an objectively measured result, as opposed to a subjective result.

The Office Action’s interpretation of this portion of *Carley* is explained in the Response to Amendment section of the Office Action as follows: “Carley discloses where metrics are used as part of quality measurement to verify that they provide a method of measuring (for example sampling, testing, and determining) whether a process or product meets a given criterion. Even though Carley’s teaching is phrased differently but it is a similar teaching of the use of metric parameters in order to verify that the level of service is received.”

The Applicant disagrees that the Office Action’s explanation in the Response to Amendment fairly characterizes the cited portion of *Carley*. The Applicant characterizes the cited portion of *Carley* as using the word “Metric” to mean something different than the phrase “metric parameter information” that is used in Claim 22. As noted above, *Carley*’s example of a metric, namely “the time that it takes to process a change request,” is more properly characterized as a “objectively measured result” of a test, whereas in Claim 22, the recited “metric parameter information” “defines one or more metric tests that are to be used to verify that the customer is receiving the level of service that has been guaranteed by the service provided.” Thus, the word “Metric” in *Carley* refers to the result of using tests that are defined by the “metric parameter information” in Claim 22, and thus the meaning of the word “Metric” in *Carely* is different that the meaning of the phrase “metric parameter information” in Claim 22.

In contrast to *Carley*, Claim 22 features “metric parameter information that defines one or more metric tests.” For example, in one embodiment in the application, metric parameter information that is encapsulated in a service level agreement includes: (1) the type of metric to be monitored, in which the metric type defines the type of test to be performed or monitored; (2) the thresholds for the given metric, such as latency and availability; and (3) the list of device-pairs covered by the SLA, and the. (Application, page 20, line 20-page 21, line 7.)

However, the Applicant respectfully submits that nothing in the cited portion of *Carley* or elsewhere discloses a definition of a metric test, little less metric parameter information. Furthermore, Claim 22 features “**receiving** through a standardized open interface **metric parameter information**,” and nothing in the cited portion of *Carley* or elsewhere can be construed as disclosing such a receiving function of metric parameter information, little less that such receiving occurs “through a standardized open interface” as featured in Claim 22.

Thus, the Applicant respectfully submits that *Carley* does not disclose, teach, suggest, or in any way render obvious “receiving through a standardized open interface metric parameter information that defines one or more metric tests that are to be used to verify that the customer is receiving the level of service,” as featured in Claim 22.

The Office Action also states that *Carley* discloses “verifying that based on the metric parameter information, the one or more metric tests will provide an appropriate set of tests for measuring the level of service that is being provided to the customer (See col. 102, lines 5-7).” However, the cited portion of *Carley* states: “QA Utilities verify the quality of constructed code, and its conformance to standards set down for the development environment.” (Col. 102, lines 5-7). Thus, the cited portion of *Carley* concerns how computer code is constructed, and specifically whether the code conforms to development environment standards, which is fundamentally different than verifying that metric tests are appropriate for measuring level of service, as in Claim 22. The Applicant fails to see anything in this cited portion of *Carley* that relates to “verifying that...the one or more metric tests will provide an appropriate set of test for measuring the level of service that is being provided to the customer” as featured in Claim 22.

Therefore, based on at least the reasons stated above, the Applicant respectfully submits that Claim 22 is allowable over the art of record and is in condition for allowance

because *Carley* does not does not disclose, teach, suggest, or in any way render obvious either “receiving through a standardized open interface metric parameter information that defines one or more metric tests that are to be used to verify that the customer is receiving the level of service” or “verifying that based on the metric parameter information, the one or more metric tests will provide an appropriate set of tests for measuring the level of service that is being provided to the customer,” as featured in Claim 22.

E. CLAIM 24

In the rejection of Claim 24, the Office Action states that *Main* “teaches receiving a service level contract definition that defines apply times for performing the one or more tests (See col. 4, lines 50-53); and verifying that the service level agreement definition and the service level contract definition conform with the level of service that has been offered to the customer by the service provider. (See col. 4, lines 59-63).” However, the cited portions of *Main* state:

“The maintenance workstation 108, used to load data pertaining to the SLAs into databases on the production server 106, allows the user to specify the parameters of each SLA. SLA parameters include jobname, start/end times, and the production computer used for job execution (if more than one production computer is used in the system)...The client workstation 110 is used by Production Operations personnel for automated SLA monitoring. The client workstation 110 retrieves and analyzes selected data from the databases located on the production server 106. The client workstation 110 presents the actual performance of jobs, SLA performance of jobs, notification of any discrepancies or problems (delays, ABENDs, etc.), and impacts to downstream jobs to the user.” (Col. 4, lines 50-65.)

Thus, the cited portion of *Main* discloses the use of databases for the user to specify SLA parameters and a client workstation to retrieve and analyze data from the databases.

As discussed in the application, a service level agreement (SLA) is different than a service level contract (SLC). Specifically, the application explains that an “**SLA defines the expected level of service for a specific type of network operation** (e.g., DNS lookup response time, or Jitter) **that is guaranteed by a service provider**. An SLA encapsulates the type of network service that should be monitored, the acceptable levels of performance (thresholds), and the list of device pairs covered by the SLA.” (Application, page 10, lines 20-24; emphasis added.) In contrast, the application explains that an **SLC** “**is a contract**

or agreement between a service provider and a customer. *An SLC contains one or more specific SLAs* and defines the time range or interval for which the corresponding SLAs apply. For example, an SLC may indicate that a particular set of SLAs are to be applied from 8:00am-7:00pm on Monday through Friday.” (Application, page 11, lines 6-10; emphasis added.)

The fundamental distinction between an SLA and an SLC is seen in the following discussion of FIG. 1: “the SLM Server 110 is responsible for archiving and processing SLC requests (create/modify requests) that are received from client 116 and for managing the SLM Agents 112,114. When an SLC is created or updated, the SLM Server 110 parses the SLC and contacts the appropriate SLM Agents to gather data for *the SLAs that are defined within the SLC.*” (Application, page 13, lines 15-19; emphasis added.) Thus, a service level contract (SLC) is a contractual arrangement between a service provider and a customer that defines service level agreements (SLAs) that define the level of service guaranteed by the service provider.

In Claim 24, “a service level agreement definition...defines one or more tests for monitoring the level of service” while “a service level contract definition...defines apply times for performing the one or more tests.” There is nothing in the cited portion of *Main* that discloses two such definitions for a service level agreement and a service level contract, respectively, as recited in Claim 24. Furthermore, Claim 24 features “verifying that the service level agreement definition and the service level contract definition conform with the level of service that has been offered to the customer by the service provider,” and again, nothing in the cited portion of *Main* discloses such a verification step of these two definitions against the offered level of service.

Therefore, based on at least the reasons stated above, the Applicant respectfully submits that Claim 24 is allowable over the art of record and is in condition for allowance because *Main* does not does not disclose, teach, suggest, or in any way render obvious either “receiving a service level contract definition that defines apply times for performing the one or more tests” or “verifying that the service level agreement definition and the service level contract definition conform with the level of service that has been offered to the customer by the service provider,” as featured in Claim 24.

F. CLAIMS 4, 9, 14, 17, 20, 28, 32, AND 35

Claims 4, 9, 14, 17, 20, 28, 32, and 35 all feature “**communicating the interface data to a client** that is remote from said server, wherein **the interface data allows users to define tests for monitoring the level of service** that is being provided by the service provider.” The Office Action states that *Ellesson* discloses “communicating the interface data to a client that is remote from said server, wherein the interface data allows users to define tests for monitoring the level of service that is being provided by the service provider (See col. 7, lines 57-64). However, the cited portion of *Ellesson* states:

“Interface category 22 identifies an interface through which a customer may send its traffic. The access to an interface might be via dial-up lines or via a directory connected network. An interface is identified through its IP address, and has a default service level which is assigned to its owners. It also contains the name of the owner and the physical machine on which it is installed. An interface entry also contains the time when it was last updated.” (Col. 7, lines 57-64.)

Thus, the cited portion of *Ellesson* describes an “interface entry” such as interface category 22 that identifies the interface through which a customer can send its traffic and the characteristics of the interface (e.g., its IP address) and the information contained in the interface entry (e.g., when it was last updated). Note that the interface category 22 being discussed in *Ellesson* is part of the network operator 10 of Figure 1 in *Ellesson*, which is the same as the network operator 20 that is detailed in Figure 2 in *Ellesson*. In particular, *Ellesson* describes network operator 20 as a directory that is part of a directory server, and the directory includes all the entries relevant to SLAs. (Col. 7, lines 15-17, 39-45.)

While *Ellesson* describes that the specification of an interface to be used by a customer to send traffic in the directory of network operator 20, such a description in *Ellesson* discloses nothing about the step of “**communicating the interface data to a client** that is remote from said server” or that “the interface data **allows users to define tests for monitoring the level of service**” as featured in Claims 4, 9, 14, 17, 20, 28, 32, and 35. Thus, the Applicant respectfully submits that *Ellesson* does not disclose, teach, suggest, or in any way render obvious “**communicating the interface data to a client** that is remote from said server, wherein **the interface data allows users to define tests for monitoring the level of service** that is being provided by the service provider,” as featured in Claims 4, 9, 14, 17, 20, 28, 32, and 35.

Therefore, based on at least the reasons stated above with respect to Claims 4, 9, 14, 17, 20, 28, 32, and 35 and those previously stated above with respect to Claim 1, the Applicant respectfully submits that Claims 4, 9, 14, 17, 20, 28, 32, and 35 are allowable over the art of record and are in condition for allowance.

G. CLAIMS 2-5, 7-9, 13-14, 16-17, 19-20, 23, 25, AND 26-35

Claims 2-5 are dependent on Claim 1, Claims 7-9 and 25 are dependent on Claim 6, Claims 13-14 are dependent on Claim 12, Claims 16-17 are dependent on Claim 15, Claims 19-20 are dependent on Claim 18, Claim 23 is dependent on Claim 22, Claims 26-29 are dependent on Claim 10, Claims 30-33 are dependent on Claim 11, and Claims 34-35 are dependent on Claim 21, thus include each and every feature of the corresponding independent claims. Each of Claims 2-5, 7-9, 13-14, 16-17, 19-20, 23, 25, and 26-35 is therefore allowable for the reasons given above for Claims 1, 6, 10-12, 15, 18, and 21-22. In addition, each of Claims 2-5, 7-9, 13-14, 16-17, 19-20, 23, 25, and 26-35 introduces one or more additional limitations that independently render it patentable, several of which have been discussed above. However, due to the fundamental differences already identified, to expedite the positive resolution of this case, a separate discussion of any further additional limitations of Claims 2-5, 7-9, 13-14, 16-17, 19-20, 23, 25, and 26-35 is not included at this time. Therefore, it is respectfully submitted that Claims 2-5, 7-9, 13-14, 16-17, 19-20, 23, 25, and 26-35 are allowable for the reasons given above with respect to Claims 1, 6, 10-12, 15, 18, and 21-22.

CONCLUSION

The Applicant believes that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate. Further examination on the merits in light of the above remarks is respectfully requested.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.


To the extent necessary to make this reply timely filed, the Applicant petitions for an extension of time under 37 C.F.R. § 1.136.

If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

Dated: January 3, 2005


Craig G. Holmes
Reg. No. 44,770

2055 Gateway Place, Suite 550
San Jose, CA 95110-1089
Telephone: (408) 414-1207
Facsimile: (408) 414-1076

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Hon. Commissioner for Patents, Mail Stop AMENDMENT P.O. Box 1450, Alexandria, VA 22313-1450.

on Jan. 3, 2005 by Trudy Bagdon
Trudy Bagdon